S2 Student Clubs/organizations
1 WRMC Public Records: Music Licenses Society of European Stage Authors and Composers
1978-1990

BOX 3
FOLDER 10

April 26, 1978

Mr. Nat Lieberman, Director of Licensing
SESAC, Inc.
10 Columbus Circle
New York, New York 10019

Dear Mr. Lieberman:

In response to your letter of April 18th to Dr. Robison, we have turned the contract over to our attorneys for review.

We shall be in touch before too long.

Very truly yours,

James D. Ross
Business Manager

JDR:bd
L--1106

cc: Dr. Olin C. Robison

Betty

Please tell Jackie Flickinger to keep an eye out for a "radio license fee" from SESAC

Do not pay

R
4/6/78

Also alerted Alice in accounting 4/6/78

DWG
HDR
LTP

APR 0 4 1978

MAR 2 1 1978

Higher Education Groups
Ask Additions to '79 Budget

* * *

OMB Proposes Changes
In A-21 Document on Costs

American Council on Education • One Dupont Circle • Washington, D. C. 20036

Volume XXVII, Number 11 **March 17, 1978**

Copyright Tribunal Asked To Establish College Radio Rates

The American Council on Education and the Intercollegiate Broadcasting System this week urged the Copyright Royalty Tribunal to establish reasonable noncommercial broadcasting rates for college radio stations not covered by voluntary agreements. The tribunal, created by the new copyright law, is to publish its decision in the *Federal Register* by June 8. One of the purposes of the tribunal is to determine whether copyright royalty rates are reasonable and, if not, to adjust them.

Testimony to the five-member commission was presented March 15 by Sheldon Elliot Steinbach, ACE staff counsel, and Jeffrey N. Tellis, president of IBS.

Meanwhile, Steinbach reported that contract agreements covering the performance of music on campus have been concluded with the three performing rights organizations—ASCAP, BMI, and SESAC. He said a special report containing details of the model licenses that were negotiated will be sent next week to members of ACE and the National Association of College and University Business Officers.

He noted, however, that SESAC refused to withhold the mailing of contracts to colleges and universities until the special report is issued, and many campuses already have received them. "It is our position with regard to the proposed SESAC license that institutions should scrutinize the music played on their campuses in order to determine whether the SESAC license is necessary," he said. "In our opinion, in most instances, the SESAC fees are reasonable so as to warrant an institution's acquiring the license for the mere insurance value."

In addition, he said, SESAC has been sending out separate radio licenses to those institutions which have stations that exceed Class D, 20-watt facilities. This radio license fee is based on one-half of SESAC's standard commercial rate as determined by market size.

"We feel this radio license fee, which was unilaterally derived, should be rejected," Steinbach said. He pointed out this is the purpose of the testimony presented this week before the tribunal and that institutions should not act on the SESAC radio license until the tribunal issues its ruling.

In their testimony before the tribunal Steinbach and Tellis objected strongly to SESAC's employment of market size in setting fees for college radio stations.

"Market size may be an acceptable method for structuring licensing fees for commercial broadcasters," they said, "but it is neither practical nor applicable for college radio. The market size of a college radio station is not economically related to a station's ability to pay, as is normally the case in commercial radio. The annual budget of the average college radio station is but a minute fraction of the gross revenues for even the smallest commercial station in that market. Revenue for college radio is generally more dependent upon the enrollment size of the college than on the market size in which it is located. SESAC rates purport to be half the commercial radio rate, but college radio budgets are nowhere near half those of commercial radio.

"In view of the limited budget and diminutive size of the SESAC repertoire, it would be unreasonable to have those college radio stations greater than 20 watts pay the proposed fees presently being asked by

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https://archive.org/details/wrmcpublicrecord00unse_7

Action

MAR 0 9 1978

SESAC INC.
10 COLUMBUS CIRCLE • NEW YORK, NEW YORK 10019 • 212-586-3450

February 28, 1978

Mr. Olin Robinson
President
Middlebury College
Middlebury, VT 05753

Dear Mr. Robinson:

As of January 1, 1978, the revised United States copyright law went into effect. The changes in the new law included the removal of the "for profit" limitation on performance royalties, which means that non-profit music users, among them colleges and universities, are now responsible for the payment of performance royalties to copyright owners.

SESAC is one of three music licensing organizations operating today, and represents the performance rights to over 500 music publisher catalogs and about 1,000 writers, collecting royalties on their behalf. Our repertory contains over 150,000 selections, and we currently license many thousands of music users. Today we are writing to you to request the completion of a SESAC performance license agreement for your institution.

SESAC's license agreement and fee schedule for colleges and universities were developed and agreed to after discussions with a committee representing higher education organizations, and this committee has found the license and fee schedule to be reasonable. The license provides authorization for the general use of music on your campus including concerts, broadcasts over carrier current radio stations and class "D" FM stations with effective radiated power of 20 watts or less, and non-educational programming within the confines of the campus. Your license fee is determined by your student enrollment as applied to the enclosed fee schedule, and it is payable in two installments at six month intervals.

We are enclosing an agreement for you, with the annual fee already inserted, based on the enrollment figure which appears in the Barron's publications. Please insert the name of the entity entering into the agreement at the top and bottom of the contract form. The license is dated to become effective on January 1, 1978 to coincide with the implementation of the law and with the understanding between SESAC and the educators. We ask your cooperation in returning all three signed copies, along with your check for half of the first year's fee. A countersigned copy will be returned to you after processing here in New York.

Should your institution have no licensable music other than two or less concerts per school year, the completion of this agreement is not necessary. In such event, please advise us of the number of concerts and the seating capacity of the facility in which they will be held. If seating capacity is not available (i.e. if outdoors) the average attendance at each such concert should be given. We will then forward our concert license to you.

Should you have any questions about this matter, please feel free to contact us. We will look forward to hearing from you soon.

Sincerely,

SESAC INC.

Nat Lieberman

Nat Lieberman
Director of
General Licensing

NL:cw
Encs.

SESAC'S SCHEDULE OF ANNUAL PERFORMANCE LICENSE FEES FOR COLLEGES AND UNIVERSITIES

Depending upon the institution's total student enrollment, the following schedule of annual fees will apply:

Total Student Enrollment	Annual License Fee
01 to 3,000	$ 50.00
3,001 to 5,000	80.00
5,001 to 7,000	120.00
7,001 to 10,000	180.00
10,001 to 20,000	320.00
20,001 and over	440.00

The above Schedule does not apply to "GRAND RIGHTS" such as, but not limited to: dramatic renditions in whole or in part, with or without costumes of dramatico-musical and dramatic works owned or controlled by SESAC, e.g., dramas, plays, operas, operettas, revues, musical comedies, sketches and like productions, and also all renditions of cantatas, oratorios, symphonic orchestra works (with or without solo voices or chorus). Terms for "GRAND RIGHTS" performance fees and rental fees for material are available upon request.

January 1, 1978

SESAC LICENSE for COLLEGES and UNIVERSITIES

AGREEMENT made this 28TH day of FEBRUARY 19 78, in New York, N.Y.,

between .....

Business Address .....

.....
(hereinafter called "LICENSEE"), and SESAC, Inc., a New York corporation, having its principal office at 10 Columbus Circle, New York, N.Y. 10019 (hereinafter called "LICENSOR").

LICENSOR has entered into agreements with writers, publishers and organizations, whereby performance rights vested in and/or controlled by said writers, publishers and organizations have been assigned to LICENSOR for varying periods.

LICENSOR is empowered to authorize, license, prohibit, supervise and control performances of musical compositions, musical dramatical works, and dramatic works.

LICENSEE is a non-profit educational institution and desires to be authorized to make use of musical compositions as LICENSOR may, during the period hereof, have the right to license, in performances under the sole auspices of LICENSEE at the following College or University:

Name of College or University:	*Address:*	
MIDDLEBURY COLLEGE	MIDDLEBURY	VT 05753

The parties hereto mutually agree as follows:

1. LICENSOR grants and makes available to LICENSEE and LICENSEE accepts a non-exclusive license and right to publicly perform such non-dramatic musical compositions as LICENSOR may during the period hereof have the right to license, in sporting events, entertainments, concerts, recitals, festivals and all other similar presentations and events under the auspices of LICENSEE which are held at stadiums, arenas, auditoriums or such similar sites on the premises of LICENSEE (including any other premises in the United States engaged or hired by LICENSEE) and not at any other location.

It is further understood and agreed that this license does not authorize, include or cover:

(a) broadcasting, telecasting or transmission by wire or otherwise of such performances or renditions, and no license is hereby granted for such uses except for:

(i) broadcasts over so-called carrier current radio stations of LICENSEE;
(ii) closed circuit educational uses and non-educational transmissions within the confines of the premises of LICENSEE;
(iii) Class "D" FM radio facilities listing effective radiated power of 20 watts or less broadcasting within the confines of the premises of LICENSEE:

(b) the copying or other reproduction in whole or in part, by any means, medium, method or process whatsoever of any vocal or instrumental score or part of any musical composition, the performance of which has been granted under this license:

(c) the performance of any unique orchestral arrangements or transcriptions of the musical compositions licensed under this agreement unless such arrangements or transcriptions have been copyrighted by affiliates of the LICENSOR or by members of foreign licensing organizations which have granted the right to license such performances to LICENSOR:

(d) the making and distributing of phonorecords and/or tapes or any other recording devices of any musical composition in which the performance right is licensed hereunder.

2. "GRAND RIGHTS" are not included in this grant. "GRAND RIGHTS" include but are not limited to: the right to perform in whole or in part, dramatico-musical and dramatic works (e.g., dramas, plays, operas, operettas, revues, musical comedies, sketches and like productions), symphonic works, cantatas, oratorios, etc. Special written permission in advance is required for each use of such a right held by LICENSOR. Additional fees are charged, therefore, by LICENSOR.

3. LICENSEE hereby agrees to furnish to LICENSOR, upon request, copies of its programs and all other records relating to musical compositions performed under the auspices of LICENSEE.

4. LICENSOR reserves the right to restrict or prohibit the performance of non-dramatic musical compositions granted in Paragraph 1 above, provided that the total of such limitations shall not exceed twenty percent (20%) of the said grant.

5. LICENSEE hereby agrees to pay to LICENSOR for this license, in accordance with the attached rate schedule, an annual fee of .....

FIFTY DOLLARS ** $50.00**
.....
which shall be payable one-half (½) of said sum at the time of the signing of this Agreement and the remaining semi-annual payment for such year, and semi-annual payments for the balance of the term of this Agreement, not later than ten (10) days after the FIRST day of each semi-annual period.

6. In the event that LICENSEE is in arrears for any semi-annual payments as stipulated herein for more than thirty (30) days or has breached any other terms of this agreement, LICENSOR may in any of said events, at its election, cancel this license.

7. Nothing herein contained shall be construed as permitting LICENSEE to grant to others the right to broadcast, televise, reproduce or perform publicly, by any means, medium, method or process whatsoever, any of the musical compositions referred to above, or as permitting any receiver of the broadcast of any musical compositions to rebroadcast, televise, perform or reproduce the same by any means, medium, method or process whatsoever, without first obtaining a written license from LICENSOR. LICENSEE shall have no right to perform or otherwise utilize any musical compositions covered under this agreement except as herein specified.

8. This agreement is to be and remain in full force and effect for a license period of two (2) years from JANUARY 1,1978 to DECEMBER 31,1979

This contract will automatically continue in force for successive two (2) year periods following completion of the first two (2) year period of this contract, provided, however, that either party may cancel and terminate this agreement on and as of the end of the first two (2) year contract period, or on and as of the end of any subsequent two (2) year renewal period, by giving to the other party by United States Certified Mail, written notice of intention to do so, at least ninety (90) days prior to the date upon which any said cancellation shall become effective.

9. This license contract has been read and is understood by both parties and contains the whole agreement of the parties. No waiver or modification thereof shall be valid unless in writing, executed with the same formality as this instrument. No waiver of any breach of this contract shall be deemed a waiver of any subsequent breach of like or similar nature. There are no representations, promises or covenants other than contained herein.

10. This agreement shall be construed in accordance with the laws of the State of New York and with applicable Federal laws and may not be changed, modified or cancelled orally.

11. This agreement shall not be valid unless executed in the name of LICENSOR by its President or Vice President or Treasurer, and shall be binding upon and inure to the benefit of the respective legal representatives or successors and assigns of all parties hereto, but no assignment shall relieve the parties hereto of their respective obligations hereunder.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be duly signed and sealed in triplicate as of the day and year first above written.

.....
Licensee

By: ..... (L.S.)

Title .....

SESAC, Inc.
Licensor

By: ..... (L.S.)

SESAC LICENSE for COLLEGES and UNIVERSITIES

AGREEMENT made this 28TH day of FEBRUARY 19 78, in New York, N.Y.,

between .....

Business Address .....

.....
(hereinafter called "LICENSEE"), and SESAC, Inc., a New York corporation, having its principal office at 10 Columbus Circle, New York, N.Y. 10019 (hereinafter called "LICENSOR").

LICENSOR has entered into agreements with writers, publishers and organizations, whereby performance rights vested in and/or controlled by said writers, publishers and organizations have been assigned to LICENSOR for varying periods.

LICENSOR is empowered to authorize, license, prohibit, supervise and control performances of musical compositions, musical dramatical works, and dramatic works.

LICENSEE is a non-profit educational institution and desires to be authorized to make use of musical compositions as LICENSOR may, during the period hereof, have the right to license, in performances under the sole auspices of LICENSEE at the following College or University:

Name of College or University:	*Address:*	
MIDDLEBURY COLLEGE	MIDDLEBURY	VT 05753

The parties hereto mutually agree as follows:

1. LICENSOR grants and makes available to LICENSEE and LICENSEE accepts a non-exclusive license and right to publicly perform such non-dramatic musical compositions as LICENSOR may during the period hereof have the right to license, in sporting events, entertainments, concerts, recitals, festivals and all other similar presentations and events under the auspices of LICENSEE which are held at stadiums, arenas, auditoriums or such similar sites on the premises of LICENSEE (including any other premises in the United States engaged or hired by LICENSEE) and not at any other location.

It is further understood and agreed that this license does not authorize, include or cover:

(a) broadcasting, telecasting or transmission by wire or otherwise of such performances or renditions, and no license is hereby granted for such uses except for:

(i) broadcasts over so-called carrier current radio stations of LICENSEE;
(ii) closed circuit educational uses and non-educational transmissions within the confines of the premises of LICENSEE;
(iii) Class "D" FM radio facilities listing effective radiated power of 20 watts or less broadcasting within the confines of the premises of LICENSEE:

(b) the copying or other reproduction in whole or in part, by any means, medium, method or process whatsoever of any vocal or instrumental score or part of any musical composition, the performance of which has been granted under this license:

(c) the performance of any unique orchestral arrangements or transcriptions of the musical compositions licensed under this agreement unless such arrangements or transcriptions have been copyrighted by affiliates of the LICENSOR or by members of foreign licensing organizations which have granted the right to license such performances to LICENSOR:

(d) the making and distributing of phonorecords and/or tapes or any other recording devices of any musical composition in which the performance right is licensed hereunder.

2. "GRAND RIGHTS" are not included in this grant. "GRAND RIGHTS" include but are not limited to: the right to perform in whole or in part, dramatico-musical and dramatic works (e.g., dramas, plays, operas, operettas, revues, musical comedies, sketches and like productions), symphonic works, cantatas, oratorios, etc. Special written permission in advance is required for each use of such a right held by LICENSOR. Additional fees are charged, therefore, by LICENSOR.

3. LICENSEE hereby agrees to furnish to LICENSOR, upon request, copies of its programs and all other records relating to musical compositions performed under the auspices of LICENSEE.

4. LICENSOR reserves the right to restrict or prohibit the performance of non-dramatic musical compositions granted in Paragraph 1 above, provided that the total of such limitations shall not exceed twenty percent (20%) of the said grant.

5. LICENSEE hereby agrees to pay to LICENSOR for this license, in accordance with the attached rate schedule, an annual fee of .....

FIFTY DOLLARS ** $50.00**
.....
which shall be payable one-half (½) of said sum at the time of the signing of this Agreement and the remaining semi-annual payment for such year, and semi-annual payments for the balance of the term of this Agreement, not later than ten (10) days after the FIRST day of each semi-annual period.

6. In the event that LICENSEE is in arrears for any semi-annual payments as stipulated herein for more than thirty (30) days or has breached any other terms of this agreement, LICENSOR may in any of said events, at its election, cancel this license.

7. Nothing herein contained shall be construed as permitting LICENSEE to grant to others the right to broadcast, televise, reproduce or perform publicly, by any means, medium, method or process whatsoever, any of the musical compositions referred to above, or as permitting any receiver of the broadcast of any musical compositions to rebroadcast, televise, perform or reproduce the same by any means, medium, method or process whatsoever, without first obtaining a written license from LICENSOR. LICENSEE shall have no right to perform or otherwise utilize any musical compositions covered under this agreement except as herein specified.

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9. This license contract has been read and is understood by both parties and contains the whole agreement of the parties. No waiver or modification thereof shall be valid unless in writing, executed with the same formality as this instrument. No waiver of any breach of this contract shall be deemed a waiver of any subsequent breach of like or similar nature. There are no representations, promises or covenants other than contained herein.

10. This agreement shall be construed in accordance with the laws of the State of New York and with applicable Federal laws and may not be changed, modified or cancelled orally.

11. This agreement shall not be valid unless executed in the name of LICENSOR by its President or Vice President or Treasurer, and shall be binding upon and inure to the benefit of the respective legal representatives or successors and assigns of all parties hereto, but no assignment shall relieve the parties hereto of their respective obligations hereunder.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be duly signed and sealed in triplicate as of the day and year first above written.

.....
Licensee

By: ..... (L.S.)

Title .....

SESAC, Inc.
Licensor

By: ..... (L.S.)

Title

SESAC LICENSE for COLLEGES and UNIVERSITIES

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LICENSEE is a non-profit educational institution and desires to be authorized to make use of musical compositions as LICENSOR may, during the period hereof, have the right to license, in performances under the sole auspices of LICENSEE at the following College or University:

Name of College or University:	*Address:*	
MIDDLEBURY COLLEGE	MIDDLEBURY	VT 05753

The parties hereto mutually agree as follows:

1. LICENSOR grants and makes available to LICENSEE and LICENSEE accepts a non-exclusive license and right to publicly perform such non-dramatic musical compositions as LICENSOR may during the period hereof have the right to license, in sporting events, entertainments, concerts, recitals, festivals and all other similar presentations and events under the auspices of LICENSEE which are held at stadiums, arenas, auditoriums or such similar sites on the premises of LICENSEE (including any other premises in the United States engaged or hired by LICENSEE) and not at any other location.

It is further understood and agreed that this license does not authorize, include or cover:

(a) broadcasting, telecasting or transmission by wire or otherwise of such performances or renditions, and no license is hereby granted for such uses except for:

(i) broadcasts over so-called carrier current radio stations of LICENSEE;
(ii) closed circuit educational uses and non-educational transmissions within the confines of the premises of LICENSEE;
(iii) Class "D" FM radio facilities listing effective radiated power of 20 watts or less broadcasting within the confines of the premises of LICENSEE:

(b) the copying or other reproduction in whole or in part, by any means, medium, method or process whatsoever of any vocal or instrumental score or part of any musical composition, the performance of which has been granted under this license:

(c) the performance of any unique orchestral arrangements or transcriptions of the musical compositions licensed under this agreement unless such arrangements or transcriptions have been copyrighted by affiliates of the LICENSOR or by members of foreign licensing organizations which have granted the right to license such performances to LICENSOR:

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4. LICENSOR reserves the right to restrict or prohibit the performance of non-dramatic musical compositions granted in Paragraph 1 above, provided that the total of such limitations shall not exceed twenty percent (20%) of the said grant.

5. LICENSEE hereby agrees to pay to LICENSOR for this license, in accordance with the attached rate schedule, an annual fee of .....

FIFTY DOLLARS ** $50.00**
.....
which shall be payable one-half (½) of said sum at the time of the signing of this Agreement and the remaining semi-annual payment for such year, and semi-annual payments for the balance of the term of this Agreement, not later than ten (10) days after the FIRST day of each semi-annual period.

6. In the event that LICENSEE is in arrears for any semi-annual payments as stipulated herein for more than thirty (30) days or has breached any other terms of this agreement, LICENSOR may in any of said events, at its election, cancel this license.

7. Nothing herein contained shall be construed as permitting LICENSEE to grant to others the right to broadcast, televise, reproduce or perform publicly, by any means, medium, method or process whatsoever, any of the musical compositions referred to above, or as permitting any receiver of the broadcast of any musical compositions to rebroadcast, televise, perform or reproduce the same by any means, medium, method or process whatsoever, without first obtaining a written license from LICENSOR. LICENSEE shall have no right to perform or otherwise utilize any musical compositions covered under this agreement except as herein specified.

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9. This license contract has been read and is understood by both parties and contains the whole agreement of the parties. No waiver or modification thereof shall be valid unless in writing, executed with the same formality as this instrument. No waiver of any breach of this contract shall be deemed a waiver of any subsequent breach of like or similar nature. There are no representations, promises or covenants other than contained herein.

10. This agreement shall be construed in accordance with the laws of the State of New York and with applicable Federal laws and may not be changed, modified or cancelled orally.

11. This agreement shall not be valid unless executed in the name of LICENSOR by its President or Vice President or Treasurer, and shall be binding upon and inure to the benefit of the respective legal representatives or successors and assigns of all parties hereto, but no assignment shall relieve the parties hereto of their respective obligations hereunder.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be duly signed and sealed in triplicate as of the day and year first above written.

.....
Licensee

By: ..... (L.S.)

Title .....

SESAC, Inc.
Licensor

By: ..... (L.S.)

SESAC'S SCHEDULE OF ANNUAL PERFORMANCE
LICENSE FEES FOR
COLLEGES AND UNIVERSITIES

Depending upon the institution's total student enrollment, the following schedule of annual fees will apply:

Total Student Enrollment	Annual License Fee
01 to 3,000	$ 50,00
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October 1, 1981

SEP 13 1982

September 3, 1982

Dr. Olin Robinson
President
Middlebury College
Old Chapel Building
Middlebury, VT 05753

Dear Dr. Robinson,

May we send along this brief and friendly reminder that the SESAC Performance License enclosed with our recent letter has not been returned.

Permit me to remind you that, in addition to virtually all non-dramatic performances of SESAC works on campus or solely under college auspices, the SESAC blanket license covers performances at concerts, coffeehouses, school dances, parties at fraternities, sororities or social clubs, music during athletic events and background music originated by the school in cafeterias or campus stores.

I am enclosing a duplicate SESAC Performance License in the event the one originally mailed to you is not readily available. I would again request that you complete, sign and return all three copies for processing here in New York. A countersigned copy will be returned for your legal file.

If you have any questions, please do not hesitate to contact us. We look forward to receipt of the enclosed agreement at your earliest convenience.

Sincerely,

SESAC INC.

Joseph McKenna

Joseph McKenna
General Licensing
Representative

JM:cn
Enc.

SESAC INC. / WORLD HEADQUARTERS: 10 Columbus Circle, New York, NY 10019 • (212) 586-3450
REGIONAL OFFICES: 11 Music Circle So., Nashville, TN 37203 • (615) 244-1992
9000 Sunset Blvd., Los Angeles, CA 90069 • (213) 274-6814

FOR BMI USE ONLY REPORT FORM C/U-80

SEP 3 0 1981

TOTAL SUBJECT TO CALCULATIONS	20-29									
CALCULATED FEE	30-37									
CREDIT BILL	54									
FINAL BILL	55									

BMI

BROADCAST MUSIC, Inc.
320 WEST 57th STREET
NEW YORK, N.Y. 10019

A*31* *010180*0*00013475 2010253

COLLEGE/UNIVERSITY:
MIDDLEBURY COLLEGE
SERVICE BUILDING 2010253-58
MIDDLEBURY VT 05753

THIS STATEMENT IS TO BE SUBMITTED ON OR BEFORE 11/01/81

I HEREBY CERTIFY THAT FULL-TIME STUDENTS* FOR THE FALL TERM OF 1981 (YEAR) ARE 1926

PARAGRAPH 3(b) OF YOUR BMI LICENSE AGREEMENT REQUIRES YOU TO FURNISH A STATEMENT EACH YEAR BY NOVEMBER 1, OF FULL-TIME STUDENT* ENROLLMENT FOR THE CURRENT FALL TERM. THIS FIGURE WILL ESTABLISH THE LICENSE FEE FOR THE CURRENT CONTRACT YEAR WHICH COMMENCED LAST JULY 1, AND WILL END NEXT JUNE 30. WE WILL INVOICE YOU JANUARY 1, PURSUANT TO THIS REPORT.

WOULD YOU KINDLY COMPLETE THE ABOVE STATEMENT AND RETURN THIS FORM TO US IN THE ENVELOPE PROVIDED.

* Full-time students are defined as all graduate and undergraduate "full-time equivalent" students. (See paragraph 1(c) of your BMI license agreement)

Middlebury College
LICENSEE

BY: James D. Ross
SIGNATURE
James D. Ross

Business Manager
TITLE OF SIGNER

JAMES D ROSS BSNS MGR
MIDDLEBURY COLLEGE
SERVICE BUILDING
MIDDLEBURY VT 05753

Enrollment 1982

NEW

SESAC LICENSE for COLLEGES and UNIVERSITIES

OCT 19 1982

AGREEMENT made this 3 day of September 19 82 in New York, N.Y.,

between Middlebury College

Business Address Old Chapel Building

Middlebury, VT 05753

(hereinafter called "LICENSEE"), and SESAC, Inc., a New York corporation, having its principal office at 10 Columbus Circle, New York, N.Y. 10019 (hereinafter called "LICENSOR").

LICENSOR has entered into agreements with writers, publishers and organizations, whereby performance rights vested in and/or controlled by said writers, publishers and organizations have been assigned to LICENSOR for varying periods.

LICENSOR is empowered to authorize, license, prohibit, supervise and control performances of musical compositions, musical dramatical works, and dramatic works.

LICENSEE is a non-profit educational institution and desires to be authorized to make use of musical compositions as LICENSOR may, during the period hereof, have the right to license, in performances under the sole auspices of LICENSEE at the following College or University:

Name of College or University:	*Address:*
Middlebury College	Old Chapel Building Middlebury, VT 05753

The parties hereto mutually agree as follows:

1. LICENSOR grants and makes available to LICENSEE and LICENSEE accepts a non-exclusive license and right to publicly perform such non-dramatic musical compositions as LICENSOR may during the period hereof have the right to license, in sporting events, entertainments, concerts, recitals, festivals and all other similar presentations and events under the auspices of LICENSEE which are held at stadiums, arenas, auditoriums or such similar sites on the premises of LICENSEE (including any other premises in the United States engaged or hired by LICENSEE) and not at any other location.

It is further understood and agreed that this license does not authorize, include or cover:

(a) broadcasting, telecasting or transmission by wire or otherwise of such performances or renditions, and no license is hereby granted for such uses except for:

(i) broadcasts over so-called carrier current radio stations of LICENSEE;
(ii) closed circuit educational uses and non-educational transmissions within the confines of the premises of LICENSEE;
(iii) Class "D" FM radio facilities listing effective radiated power of 20 watts or less broadcasting within the confines of the premises of LICENSEE:

(b) the copying or other reproduction in whole or in part, by any means, medium, method or process whatsoever of any vocal or instrumental score or part of any musical composition, the performance of which has been granted under this license:

(c) the performance of any unique orchestral arrangements or transcriptions of the musical compositions licensed under this agreement unless such arrangements or transcriptions have been copyrighted by affiliates of the LICENSOR or by members of foreign licensing organizations which have granted the right to license such performances to LICENSOR:

(d) the making and distributing of phonorecords and/or tapes or any other recording devices of any musical composition in which the performance right is licensed hereunder.

2. "GRAND RIGHTS" are not included in this grant. "GRAND RIGHTS" include but are not limited to: the right to perform in whole or in part, dramatico-musical and dramatic works (e.g., dramas, plays, operas, operettas, revues, musical comedies, sketches and like productions), symphonic works, cantatas, oratorios, etc. Special written permission in advance is required for each use of such a right held by LICENSOR. Additional fees are charged, therefore, by LICENSOR.

3. LICENSEE hereby agrees to furnish to LICENSOR, upon request, copies of its programs and all other records relating to musical compositions performed under the auspices of LICENSEE.

4. LICENSOR reserves the right to restrict or prohibit the performance of non-dramatic musical compositions granted in Paragraph 1 above, provided that the total of such limitations shall not exceed twenty percent (20%) of the said grant.

5. LICENSEE hereby agrees to pay to LICENSOR for this license, in accordance with the attached rate schedule, an annual fee of . . . . .

FIFTY DOLLARS $50.00

which shall be payable one-half (½) of said sum at the time of the signing of this Agreement and the remaining semi-annual payment for such year, and semi-annual payments for the balance of the term of this Agreement, not later than ten (10) days after the FIRST day of each semi-annual period.

6. In the event that LICENSEE is in arrears for any semi-annual payments as stipulated herein for more than thirty (30) days or has breached any other terms of this agreement, LICENSOR may in any of said events, at its election, cancel this license.

7. Nothing herein contained shall be construed as permitting LICENSEE to grant to others the right to broadcast, televise, reproduce or perform publicly, by any means, medium, method or process whatsoever, any of the musical compositions referred to above, or as permitting any receiver of the broadcast of any musical compositions to rebroadcast, televise, perform or reproduce the same by any means, medium, method or process whatsoever, without first obtaining a written license from LICENSOR. LICENSEE shall have no right to perform or otherwise utilize any musical compositions covered under this agreement except as herein specified.

8. This agreement is to be and remain in full force and effect for a license period of two (2) years from July 1, 1982 to June 30, 1984

This contract will automatically continue in force for successive two (2) year periods following completion of the first two (2) year period of this contract, provided, however, that either party may cancel and terminate this agreement on and as of the end of the first two (2) year contract period, or on and as of the end of any subsequent two (2) year renewal period, by giving to the other party by United States Certified Mail, written notice of intention to do so, at least ninety (90) days prior to the date upon which any said cancellation shall become effective.

9. This license contract has been read and is understood by both parties and contains the whole agreement of the parties. No waiver or modification thereof shall be valid unless in writing, executed with the same formality as this instrument. No waiver of any breach of this contract shall be deemed a waiver of any subsequent breach of like or similar nature. There are no representations, promises or covenants other than contained herein.

10. This agreement shall be construed in accordance with the laws of the State of New York and with applicable Federal laws and may not be changed, modified or cancelled orally.

11. This agreement shall not be valid unless executed in the name of LICENSOR by its President or Vice President or Treasurer, and shall be binding upon and inure to the benefit of the respective legal representatives or successors and assigns of all parties hereto, but no assignment shall relieve the parties hereto of their respective obligations hereunder.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be duly signed and sealed in triplicate as of the day and year first above written.

Middlebury College
Licensee

By: James D. Ross (L.S.)

Title Business Manager

SESAC, Inc.
Licensor

OCT 1 9 1982

October 13, 1982

Mr. James D. Ross
Business Manager
Middlebury College
Middlebury, VT 05753

Dear Mr. Ross:

Thank you for the prompt completion and return of the SESAC Performance License for Middlebury College. Enclosed is a countersigned copy of the agreement.

We would also like to take this opportunity to thank you for your check in the amount of $25 which covers your semi-annual fee.

We wish you much success this school year, and we look forward to serving your music needs for many years to come.

Sincerely,

SESAC, INC.

Joseph McKenna

Joseph McKenna
General Licensing
Representative

JM/tz

Enclosure

SESAC INC. / WORLD HEADQUARTERS: 10 Columbus Circle, New York, NY 10019 • (212) 586-3450
REGIONAL OFFICES: 11 Music Circle So., Nashville, TN 37203 • (615) 244-1992
9000 Sunset Blvd., Los Angeles, CA 90069 • (213) 274-6814

AGREEMENT made the 3 day of September 19 82 in New York, N.Y.

between . . Middlebury College

Business Address Old Chapel Building

Middlebury, VT 05753

(hereinafter called "LICENSEE"), and SESAC, Inc., a New York corporation, having its principal office at 10 Columbus Circle, New York, N.Y. 10019 (hereinafter called "LICENSOR").

LICENSOR has entered into agreements with owners, publishers and copyright proprietors whereby certain performance rights, control is and/or controlled by such writers, publishers and organizations have been assigned to LICENSOR (hereinafter called "repertory").

LICENSOR is empowered to authorize, license, prohibit, supervise and [illegible] musical compositions, musical dramatical works, and dramatic works.

LICENSEE is a non-profit educational institution and desires to be authorized to license the use of such repertory as LICENSOR may, during the period hereof, have the right to license, in performances under the non-profit exemption of a College or University.

Name of College or University *Address*

Middlebury College Old Chapel Building

Middlebury, VT 05753

September 22, 1982

Mr. Joseph McKenna
General Licensing Representative
SESAC, Inc.
10 Columbus Circle
New York, New York 10019

Dear Mr. McKenna:

Enclosed are three copies of the SESAC license agreement which I have executed. Also enclosed is our $25.00 check as the first semi-annual payment.

Please return our copy after you have executed it.

Thank you.

Sincerely yours,

James D. Ross
Business Manager

JDR:bd
Q-127
Enclosures

bc: President Olin Robison
Mr. Carroll Rikert, Jr.
Mr. Nicholas Clifford
Mrs. Jacqueline Flickinger

AGREEMENT made this 3 day of September 19 82, in New York, N.Y.,

between Middlebury College

Business Address Old Chapel Building

Middlebury, VT 05753

(hereinafter called "LICENSEE"), and SESAC, Inc., a New York corporation, having its principal office at 10 Columbus Circle, New York, N.Y. 10019 (hereinafter called "LICENSOR").

LICENSOR has entered into agreements with writers, publishers and organizations, whereby performance rights vested in and/or controlled by said writers, publishers and organizations have been assigned to LICENSOR for varying periods.

LICENSOR is empowered to authorize, license, prohibit, supervise and control performances of musical compositions, musical dramatical works, and dramatic works.

LICENSEE is a non-profit educational institution and desires to be authorized to make use of musical compositions as LICENSOR may, during the period hereof, have the right to license, in performances under the sole auspices of LICENSEE at the following College or University:

Name of College or University:	*Address:*
Middlebury College	Old Chapel Building
	Middlebury, VT 05753

The parties hereto mutually agree as follows:

1. LICENSOR grants and makes available to LICENSEE and LICENSEE accepts a non-exclusive license and right to publicly perform such non-dramatic musical compositions as LICENSOR may during the period hereof have the right to license, in sporting events, entertainments, concerts, recitals, festivals and all other similar presentations and events under the auspices of LICENSEE which are held at stadiums, arenas, auditoriums or such similar sites on the premises of LICENSEE (including any other premises in the United States engaged or hired by LICENSEE) and not at any other location.

It is further understood and agreed that this license does not authorize, include or cover:

(a) broadcasting, telecasting or transmission by wire or otherwise of such performances or renditions, and no license is hereby granted for such uses except for:

(i) broadcasts over so-called carrier current radio stations of LICENSEE;
(ii) closed circuit educational uses and non-educational transmissions within the confines of the premises of LICENSEE;
(iii) Class "D" FM radio facilities listing effective radiated power of 20 watts or less broadcasting within the confines of the premises of LICENSEE:

(b) the copying or other reproduction in whole or in part, by any means, medium, method or process whatsoever of any vocal or instrumental score or part of any musical composition, the performance of which has been granted under this license:

(c) the performance of any unique orchestral arrangements or transcriptions of the musical compositions licensed under this agreement unless such arrangements or transcriptions have been copyrighted by affiliates of the LICENSOR or by members of foreign licensing organizations which have granted the right to license such performances to LICENSOR:

(d) the making and distributing of phonorecords and/or tapes or any other recording devices of any musical composition in which the performance right is licensed hereunder.

2. "GRAND RIGHTS" are not included in this grant. "GRAND RIGHTS" include but are not limited to: the right to perform in whole or in part, dramatico-musical and dramatic works (e.g., dramas, plays, operas, operettas, revues, musical comedies, sketches and like productions), symphonic works, cantatas, oratorios, etc. Special written permission in advance is required for each use of such a right held by LICENSOR. Additional fees are charged, therefore, by LICENSOR.

3. LICENSEE hereby agrees to furnish to LICENSOR, upon request, copies of its programs and all other records relating to musical compositions performed under the auspices of LICENSEE.

4. LICENSOR reserves the right to restrict or prohibit the performance of non-dramatic musical compositions granted in Paragraph 1 above, provided that the total of such limitations shall not exceed twenty percent (20%) of the said grant.

5. LICENSEE hereby agrees to pay to LICENSOR for this license, in accordance with the attached rate schedule, an annual fee of . . . . .

FIFTY DOLLARS $50.00

which shall be payable one-half (½) of said sum at the time of the signing of this Agreement and the remaining semi-annual payment for such year, and semi-annual payments for the balance of the term of this Agreement, not later than ten (10) days after the FIRST day of each semi-annual period.

6. In the event that LICENSEE is in arrears for any semi-annual payments as stipulated herein for more than thirty (30) days or has breached any other terms of this agreement, LICENSOR may in any of said events, at its election, cancel this license.

7. Nothing herein contained shall be construed as permitting LICENSEE to grant to others the right to broadcast, televise, reproduce or perform publicly, by any means, medium, method or process whatsoever, any of the musical compositions referred to above, or as permitting any receiver of the broadcast of any musical compositions to rebroadcast, televise, perform or reproduce the same by any means, medium, method or process whatsoever, without first obtaining a written license from LICENSOR. LICENSEE shall have no right to perform or otherwise utilize any musical compositions covered under this agreement except as herein specified.

8. This agreement is to be and remain in full force and effect for a license period of two (2) years from July 1, 1982

to June 30, 1984

This contract will automatically continue in force for successive two (2) year periods following completion of the first two (2) year period of this contract, provided, however, that either party may cancel and terminate this agreement on and as of the end of the first two (2) year contract period, or on and as of the end of any subsequent two (2) year renewal period, by giving to the other party by United States Certified Mail, written notice of intention to do so, at least ninety (90) days prior to the date upon which any said cancellation shall become effective.

9. This license contract has been read and is understood by both parties and contains the whole agreement of the parties. No waiver or modification thereof shall be valid unless in writing, executed with the same formality as this instrument. No waiver of any breach of this contract shall be deemed a waiver of any subsequent breach of like or similar nature. There are no representations, promises or covenants other than contained herein.

10. This agreement shall be construed in accordance with the laws of the State of New York and with applicable Federal laws and may not be changed, modified or cancelled orally.

11. This agreement shall not be valid unless executed in the name of LICENSOR by its President or Vice President or Treasurer, and shall be binding upon and inure to the benefit of the respective legal representatives or successors and assigns of all parties hereto, but no assignment shall relieve the parties hereto of their respective obligations hereunder.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be duly signed and sealed in triplicate as of the day and year first above written.

Middlebury College
Licensee

By: James D. Ross (L.S.)

Title Business Manager

SESAC, Inc.
Licensor

By: (L.S.)

VOUCHER
MIDDLEBURY COLLEGE

Submit one copy only

Pay To SESAC, Inc.

Date Sept. 22, 1982

Reason for Expenditure	Amount
1/2 of annual license fee for right to use certain musical compositions	$25.00

Approvals

Department Head — Date 9/22/82

Comptroller — Date

Revised 9/1/69

FOR COMPTROLLER'S OFFICE USE

CODE MONTH VENDOR (1–5)

DESCRIPTION (6–25)

ACCOUNT (62–71)	DISTRIBUTION
26-501-10	1 25.00
	2
	3
	4
	5
	6

NET TO PAY → 25.00 (72–79)

Item to Be Paid	Amount
1/2 of annual license fee for right to use certain musical compositions	$25.00

America's
Second Oldest
Performing Rights
Organization.
Est. 1930

APR 0 2 1990

March 30, 1990

Mr. James D. Ross
Business Manager
Middlebury College
Service Building
Middlebury, VT 05753-0000

2031

RE: Middlebury College

Dear Mr. Ross:

I should like to call your attention to the SESAC Performance License Agreement for Middlebury College dated September 3, 1982. In reviewing your license, we find that it does not reflect the college license fee determinants now used by SESAC. Therefore, pursuant to Paragraph 8. of that agreement, SESAC hereby cancels and terminates same effective as of June 30, 1990.

Enclosed is the new SESAC College Performance License which becomes effective July 1, 1990. The new fee is based solely on your full time student equivalency as of the fall academic term of each contract year.

Any performance of copyrighted music, whether live or mechanical, must be authorized by the copyright owner or its representative. The SESAC blanket license grants the college the right to perform SESAC represented copyrighted musical works, anywhere on campus. SESAC's diversified repertory encompasses all types of music: Pop, Rock, Rhythm and Blues, Jazz, Band Music, Marches, Latin, Country, Religious, Gospel, Classical, and includes many foreign releases. Your SESAC Performance License, in addition to those of ASCAP and BMI, helps protect your college against the possibility of inadvertent, but costly, copyright infringement penalties.

Please complete **Section 3. (c) License Fee**, sign, and return all three copies of the license agreement to our Nashville office. A fully executed license will be returned to you for your files. Should you have any questions or requests, please feel free to contact me at (615) 320-0055. We appreciate your prompt attention to this very important matter and look forward to a continued cordial relationship with you.

Sincerely,

SESAC, Inc.

Patricia N. Hatfill

Patricia N. Hatfill
Account Representative, General Licensing

SESAC Inc. 156 West 56th Street, New York, NY 10019•212/586 3450•FAX 212/397 4682
55 Music Square East, Nashville, TN 37203•615/320 0055•FAX 615/329 9627•800/826 9996

America's
Second Oldest
Performing Rights
Organization.
Est. 1930

JUL 03 1990

June 26, 1990

Mr. James D. Ross
Business Manager
Middlebury College
Service Building
Middlebury, VT 05753-0000

RE: SESAC Music Performance License Agreement, # 8-44-00105

Dear Mr. Ross:

Thank you for your prompt completion and return of the SESAC Performance License Agreement for Middlebury College. Enclosed please find a copy of the countersigned agreement, which you may wish to retain for your files.

You will be receiving a Statement/Invoice shortly that will reflect your new performance license fee which is payable upon receipt. If I can be of assistance in any way, please do not hesitate to contact me at (615) 320-0055. We look forward to a continued cordial relationship with you.

Sincerely,

SESAC, Inc.

Patricia N. Hatfill
General Licensing, Account Representative

Enclosure

SESAC Inc. 156 West 56th Street, New York, NY 10019•212/5863450•FAX 212/3974682
55 Music Square East, Nashville, TN 37203•615/320 0055•FAX 615/329 9627•800/826 9996

June 26, 1990

Mr. James D. Ross
Business Manager
Middlebury College
Service Building
Middlebury, VT 05753-0000

RE: SESAC Music Performance License Agreement, # 8-44-00105

Dear Mr. Ross:

Thank you for your prompt completion and return of the SESAC Performance License Agreement for Middlebury College. Enclosed please find a copy of the countersigned agreement, which you may wish to retain for your files.

You will be receiving a statement/invoice shortly that will reflect your new performance license fee which is payable upon receipt. If I can be of assistance in any way, please do not hesitate to contact me at (615) 320-0055. We look forward to a continued cordial relationship with you.

Sincerely,

SESAC, Inc.

Patricia H. Hatfill
General Licensing, Account Representative

Enclosure

APR 0 2 1990

SESAC, INC. COLLEGE AND UNIVERSITY PERFORMANCE LICENSE

AGREEMENT made March 30, 1990 in New York, New York between SESAC, Inc. ("SESAC"), a New York corporation with offices at 156 West 56th Street, New York, New York 10019 and Middlebury College ("LICENSEE"), a college or university with its principal offices located at Service Building, Middlebury, VT, 05753 ("LICENSEE").

The parties hereto mutually agree as follows:

1. GRANT OF LICENSE

A. SESAC grants to LICENSEE a non-exclusive license to publicly perform by live or mechanical means, non-dramatic renditions of the musical compositions in the SESAC repertory, the performance of which SESAC is empowered to authorize, license, prohibit, supervise and otherwise control

i) on LICENSEE's campus;

ii) by broadcasts over so-called carrier current radio stations of LICENSEE;

iii) by closed circuit transmissions within the confines of the campus of LICENSEE; or

iv) by Class "D" FM radio facilities listing effective radiated power of 20 watts or less broadcasting within the confines of the campus of LICENSEE.

(Except as hereinafter provided, "mechanical means" means performances originating on the campus by means of record, tape or disc player, and broadcasts or telecasts originating off the campus and performed on the campus by means of television or radio receivers or loudspeakers.)

B. "Campus" as used herein shall mean the grounds and buildings of LICENSEE, including classroom and administration buildings, auditoriums, arenas, stadiums, gymnasiums and student and faculty facilities located on LICENSEE's campus. Campus shall also include any site located off LICENSEE's campus which has been engaged for use by LICENSEE and any of its constituent bodies, agencies or organizations.

C. The grant of rights herein contained shall extend to LICENSEE and its constituent bodies, agencies and organizations and shall include performances off-campus when presented under the auspices of LICENSEE by its faculty, staff, students or alumnae.

2. LIMITATIONS OF GRANT

A. Except as provided in Paragraph 1. above, LICENSEE shall not have the right to broadcast, televise, or otherwise transmit, or record, film, videotape or otherwise reproduce or capture by any means, medium, method, device or process now or hereafter known, any of the musical compositions and performances thereof licensed hereunder, nor shall LICENSEE have the right to grant to others any such right.

B. GRAND RIGHTS are not included in this License. "GRAND RIGHTS" include, but are not limited to, the right to perform in whole or in part, dramatico-musical and dramatic works in a dramatic setting.

C. This license does not cover performances which are part of a background music service originating outside of the campus, regardless of the means, whether now or hereafter known, by which such performances are transmitted to the campus, nor does it cover performances by coin-operated phonorecord players (jukeboxes) which are otherwise covered by the compulsory licensing provisions of Section 116 of the U.S. Copyright Act, Title 17, United States Codes.

D. SESAC reserves the right to prohibit upon written notice, the performance of any musical composition licensed hereunder as to which any action has been instituted or a claim made that SESAC does not have the right to license the performance rights in such composition.

3. LICENSE FEE

For each year of the initial term and subject to the provisions of -paragraph E. of this paragraph 3., for each year of any renewal term this agreement, LICENSEE shall pay to SESAC an annual license fee which the **greater of either One Hundred Dollars ($100.00)** or the amount termined by **multiplying $0.04 by the Full Time Student Equivalency** as of e fall academic term of each contract year and as reported to SESAC on before January 1 of each contract year. The term "full-time student uivalency" shall include graduate and undergraduate "full-time uivalent students" as such term is used in the Integrated Post-Secondary lucation Data System (IPEDS) conducted annually by the United States epartment of Education or any superseding Survey conducted by the epartment of Education. Such different method of conversion shall be eemed substituted in this Agreement as of the effective fall academic erm.

. During any contract year either during the initial or any renewal term ereof, should LICENSEE's full-time student equivalency as of the fall academic term of each contract year differ from the number in effect upon the execution of this agreement, LICENSEE's annual fee for the next ensuing contract year shall be adjusted accordingly. In the event that LICENSEE fails to timely report its full-time student equivalency pursuant to paragraph 3.A., SESAC shall have the right to determine such number by independent means and LICENSEE's annual fee for the next ensuing contract year shall be adjusted in accordance with such determination. However, SESAC may, at its option, forego such independent determination, in which event LICENSEE's annual fee for the next ensuing contract year shall be the same as in the then current contract year.

C. LICENSEE represents that the full-time student equivalency during the 1989 fall academic term was 2031. On the basis of such representation, LICENSEE's annual license fee for the first contract year of this license is $ 100-.

D. Each annual license fee shall be payable on or before the first month of each contract year.

E. The minimum fee or the multiplier to be applied to LICENSEE's full time student equivalency in determining the annual license fee payable by LICENSEE during each year of any renewal term of this agreement shall be increased by an amount equivalent to the percent increase, if any, in the Consumer Price Index - All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the effective date of of the initial or then existing term of this agreement and January 1 immediately preceding the effective date of the ensuing renewal term ("CPI Adjustment"). Nothing herein contained shall be deemed a waiver of SESAC's or LICENSEE's right to terminate this agreement pursuant to paragraphs 6.B. or 6. C.

F. In the event that SESAC is determined by the taxing authority or courts of any state in which LICENSEE conducts its operations to be liable for the payment of a gross receipts, sales, use, business use or other tax which is based on the amount of SESAC's receipts from LICENSEE, then LICENSEE shall reimburse SESAC, within thirty (30) days of demand therefor, for Licensee's pro rata share of any such tax derived from receipts received from LICENSEE, unless by constitution or statute, LICENSEE is exempt from any such tax whether applied directly or indirectly to LICENSEE.

4. RIGHT OF VERIFICATION

A. SESAC shall have the right on ten (10) days prior written notice, to examine during customary business hours, LICENSEE's books and records which pertain solely to this Agreement to such extent as may be necessary to verify any and all payments, statements, computations and reports rendered and accountings made or required hereunder. All data and information brought to SESAC's attention as a result of any examination shall be treated as confidential.

B. LICENSEE hereby agrees to furnish quarterly to SESAC copies of any existing programs prepared for distribution to the audience or for the use or information of LICENSEE or any of its departments relating to musical compositions performed under the auspices of LICENSEE.

5. BREACH AND CURE

the event LICENSEE is in arrears for any payment or has breached any ıer term of this agreement, SESAC may give LICENSEE thirty (30) days tice in writing to cure such breach or default. In the event that the each or default is not cured within thirty (30) days of such notice, SAC may at its election, cancel and terminate this agreement. The right terminate shall be in addition to any and all other remedies which SAC may have. In the event of such termination SESAC shall refund to CENSEE any unearned license fees paid in advance.

6. TERM OF LICENSE

. Subject to the provisions of Paragraph 5. above, this agreement shall e in full force and effect for a period of five (5) years from July 1, 990 and shall continue thereafter in full force and effect for successive additional periods of five (5) years each unless terminated by either party as provided in sub-paragraphs B. or C. of this Paragraph 6.

B. Either party may cancel and terminate this agreement as of the last day of the initial or any renewal term upon giving ninety (90) days prior written notice to the other party by United States Certified Mail, Return Receipt Requested.

C. Notwithstanding anything to the contrary contained herein, SESAC may cancel and terminate this agreement:

(i) at any time upon written notice in the event LICENSEE is adjudicated bankrupt, or a petition in bankruptcy is filed with respect to LICENSEE, or LICENSEE is declared or becomes insolvent; or

(ii) upon thirty (30) days written notice by reason of any law, rule, decree, or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, which shall result in substantial interference in SESAC's operation or any substantial increase in the cost of conducting its business.

In the event of such termination pursuant to this Paragraph 6.C., SESAC shall refund to LICENSEE any unearned license fees paid in advance.

7. INDEMNITY

SESAC agrees to indemnify, hold harmless and defend LICENSEE from and against all claims, demands or suits that may be made or brought against LICENSEE with respect to the performance under this agreement of any of the musical works which are licensed hereunder at the time of LICENSEE's performance therof. LICENSEE agrees to give SESAC immediate notice of any such claim, demand or suit, to deliver to SESAC any papers pertaining thereto, and to cooperate with SESAC with respect thereto. SESAC shall have full charge of the defense of any such claim, demand or suit. This paragraph shall not apply to the performance of any works that may be restricted under paragraph 2.D. of this Agreement.

8. CONTRACT CONSTRUCTION

A. This agreement has been read and is understood by both parties and contains their entire understanding. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this instrument. No waiver of any breach of this agreement shall be deemed a waiver of any subsequent breach of like or similar nature. There are no representations, promises or covenants other than contained herein.

B. This agreement shall be governed by and subject to the laws of the State of New York, applicable to agreements made and to be wholly performed within such State. The fact that any provision of this agreement may be found to be void or unenforceable by a court of competent jurisdiction shall in no way affect the validity or enforceability of any other provision.

This agreement shall not be valid until accepted and executed in the me of SESAC by its President, Vice President, Treasurer or authorized gnatory. This agreement shall be binding upon and inure to the benefit the parties' legal representatives, successors, and assigns, but no ssignment shall relieve the parties of their obligations under this greement.

. Captions and titles are for the convenience of the parties and shall e given no effect in the construction or interpretation of this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly signed in triplicate as of the day and year first written above.

Middlebury College

By: James D. Ross

Type or Print Name: JAMES D. ROSS

Title: Bus. Mgr.

SESAC, Inc.

By: Richard A Candilora

Title: VICE PRESIDENT, ASSISTANT TREASURER

C&ULIC-2/90

RECEIVED
JUN 26 1990
SESAC INC.

SESAC INC. 55 MUSIC SQUARE EAST NASHVILLE, TN. 37203

LICENSE FEE ACCOUNT

18 4

100.00 100.00

ACCOUNT NO.- 08-44-00105
MIDDLEBURY VT

4815

LAST INV. - 286109

PAYMENTS RECEIVED AFTER THE 15TH OF THE MONTH DO NOT APPEAR ON THIS STATEMENT.

DUE DATE 8-01-90 GROUP 15936

CHECK NO: _____ AMOUNT PAID $ _____

PLEASE MAIL YOUR CHECK WITH THIS STUB

MR. JAMES O. ROSS
BUSINESS MANAGER

MIDDLEBURY COLLEGE

SERVICE BUILDING
MIDDLEBURY VT 05753-0000

☐ PLEASE SHOW CHANGE OF ADDRESS ON REVERSE SIDE. PLACE X IN BOX IF ADDRESS IS CHANGED.

SESAC INC.

MUSIC LICENSE FEE ACCOUNT - INVOICE/STATEMENT

ACCOUNT BILLED: ANNUAL *Duplicate Invoice*

SESAC FED. I.D. NO.: 13-1325220 LICENSE 08-44-00105

REF. NO.	DATE	CHARGES	PAYMENTS	SUB-TOTAL	CODE
		BALANCE FORWARD -->		.00	
286109	7-01-90	100.00		100.00	IV
			JUL 19 1990		

CODES: AJ - ADJUSTMENT, CM - CREDIT MEMO, IV - INVOICE, LC - LATE CHARGE, PY - PAYMENT, TX - TAX

AMOUNT DUE ▶ 100.00

PAYABLE UPON RECEIPT

(615) 320-0055

PAYMENTS RECEIVED AFTER THE 15TH OF THE MONTH DO NOT APPEAR ON THIS STATEMENT.

JUL 0 3 1990

SESAC INC.
55 Music Square East
Nashville, TN 37203

Mr. James D. Ross
Middlebury College
Service Building
Middlebury VT 05753-0000

ACCOUNT 08-44-00105
DATE 06-26-90
PERIOD FEE .. 100.00
ANNUAL FEE .. 100.00

SESAC MUSIC LICENSE FEE ACCOUNT
* * * ITEMIZED INVOICE * * *

	DATE	TRANSACTION	REF. NO.	AMOUNT	BALANCE
1.	7-01-88	INVOICE	45620	25.00	25.00
2.	7-05-88	PAYMENT	290900	25.00CR	.00
3.	1-01-89	INVOICE	104787	25.00	25.00
4.	1-11-89	PAYMENT	303982	25.00CR	.00
5.	7-01-89	INVOICE	164092	25.00	25.00
6.	7-10-89	PAYMENT	6955	25.00CR	.00
7.	1-01-90	INVOICE	222310	25.00	25.00
8.	1-16-90	PAYMENT	329038	25.00CR	.00
		Future:			
9.	7-01-90	INVOICE	286109	100.00	100.00

J. Ross
7-9-90

TOTAL DUE
100.00

Please note above the July 1, 1990 invoice which reflects the period billing for your new SESAC Performance License Contract. Please remit the full balance upon receipt. Thank you, Patricia N. Hatfill

Patricia N. Hatfill

License Fees are due in advance of the billing period. Please remit promptly.

Pd 7/12/90 per David Preble